

FILED  
U.S. DISTRICT COURT  
2018 JUL -3 PM 1:5  
S.D. OF N.Y.W.P.

Jeffrey Purcell and Andrea L. Purcell  
57 Park Avenue  
Poughkeepsie, NY 12603  
Email: (Optional)  
Ph #: (Optional)

*In pro per*

18 CV 6045

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUDGE SEIBEL

JEFFREY PRUCCELL and ANDREA L.  
PURCELL, husband and wife, as  
individuals, *in pro per*

Plaintiff(s),

vs.

NAVIENT SOLUTIONS, LLC; SALLIE  
MAE; and Does 1-10,

Defendant(s).

Case No. \_\_\_\_\_

VERIFIED COMPLAINT

FOR RELIEF

**COMPLAINT**

Plaintiffs, Jeffrey Purcell and Andrea L. Purcell, as individuals, hereby sues  
Defendant(s), Navient Solutions, LLC, and Sallie Mae for violations of the Telephone  
Consumer Protection Act (TCPA) Sec. 227., 47 USC § 227(b)(1), 47 USC § 227(a) (iii).

**PRELIMINARY STATEMENT**

1  
2 1. This is an action for damages and injunctive relief brought by Plaintiffs against  
3 Defendant(s) for violations of the Telephone Consumer Protection Act ("TCPA") Sec. 227., 47  
4 USC § 227(b)(1), 47 USC § 227(a) (iii).

5 2. Upon belief and information, Plaintiff contends that many of these practices are  
6 widespread for the Defendant(s). Plaintiffs intend to propound discovery to Defendants  
7 identifying these other individuals who have suffered similar violations.  
8

9 3. The TCPA allows for a private right of action at 47 U.S.C. §227(c)(5) which may  
10 include treble damages for willfully or knowingly violating the TCPA.

11 4. Plaintiffs contend that Defendants, are debt collectors and have violated such laws by  
12 repeatedly harassing Plaintiffs in attempts to collect alleged but nonexistent debt.  
13

14  
15 **JURISDICTION AND VENUE**

16 5. Jurisdiction of this Court arises under 47 U.S.C. §227(b)(3), and supplemental  
17 jurisdiction exists for state law claims pursuant to 28 U.S.C. §1367.

18 6. Venue is proper pursuant to 28 U.S.C. §1391b. Venue in this District is proper in  
19 that the Plaintiffs reside here, the Defendants transact business here, and the conduct  
20 complained of occurred here.  
21

22 7. This is an action for damages which exceed \$148,500.00.  
23

24 **PARTIES**

25 8. Plaintiffs, Jeffrey Purcell, ("Mr. Purcell"), and Andrea L. Purcell, ("Mrs. Purcell")  
26 are natural persons and residents of the State of New York.  
27

1           9. Upon information and belief Defendants, Navient Solutions, LLC, ("Navient"), and  
2 Sallie Mae ("Sallie Mae"), are foreign corporations, authorized to do business in New York.  
3

4                   **FACTUAL ALLEGATIONS RE JEFFREY PURCELL V. NAVIENT**

5           10. On or about 9-November-2017, Jeff Purcell sent Defendant Navient a Notice of  
6 Dispute, via *UNITED STATES POSTAL SERVICE® RESGISTERED MAIL™ Number RE 513*  
7 *421 782 US*, which included a demand to cease telephonic communications.  
8

9           11. On 13-November-2017, Defendant Navient received Mr. Purcell's Notice of  
10 Dispute which included a demand to cease telephonic communications.

11           12. From 16-November-2017 through 28-June-2018, Navient violated the TCPA by  
12 calling Mr. Purcell's cell phone 39 times after receiving Mr. Purcell's demand to stop calling.  
13

14           13. From 16-November-2017 through 28-June-2018, Navient willfully and knowingly  
15 violated the TCPA by leaving 39 recorded messages using automatic telephone dialing system  
16 or artificial or prerecorded voices on Mr. Purcell's cell phone.  
17

18                   **FACTUAL ALLEGATIONS RE JEFFREY PURCELL V. SALLIE MAE**

19           14. On or about 8-November-2017, Jeffrey Purcell sent Defendant Sallie Mae a Notice  
20 of Dispute, via *UNITED STATES POSTAL SERVICE® RESGISTERED MAIL™ Number RE*  
21 *513 278 732 US*, which included a demand to cease telephonic communications.  
22

23           15. On or about 1-December-2018, Plaintiff Jeffrey Purcell sent another Notice of  
24 Dispute, via *UNITED STATES POSTAL SERVICE® FIRST-CLASS MAIL®* which included a  
25 demand to cease telephonic communications.  
26  
27  
28

1           16. On or about 18-December-2018, Defendant Sallie Mae confirmed receipt of Mr.  
2 Purcell's Notice of Dispute which included a demand to cease telephonic communications.

3           17. From 8-January-2018 through 28-June-2018, Sallie Mae willfully and knowingly  
4 violated the TCPA by leaving 9 recorded messages using automatic telephone dialing system or  
5 artificial or prerecorded voices on Mr. Purcell's cell phone.

6           18. From 8-January-2018 through 28-June-2018, Sallie Mae violated the TCPA by  
7 calling Jeffrey Purcell's cell phone 23 times after receiving Jeffrey Purcell's demand to stop  
8 calling.  
9

10                   **FACTUAL ALLEGATIONS RE ANDREA PURCELL V. NAVIENT**

11           19. On or about 9-November-2017, Andrea Purcell sent Defendant Navient a Notice of  
12 Dispute, *via UNITED STATES POSTAL SERVICE® REGISTERED MAIL™ Number RE 513*  
13 *421 805 US*, which included a demand to cease telephonic communications.  
14

15           20. On 13-November-2017, Defendant Navient received Mrs. Purcell's Notice of  
16 Dispute which included a demand to cease telephonic communications.

17           21. From 16-November-2017 through 28-June-2018, Navient violated the TCPA by  
18 calling Mrs. Purcell's cell phone 19 times after receiving Mrs. Purcell's demand to stop calling.  
19

20                   **FACTUAL ALLEGATIONS RE ANDREA L. PURCELL V. SALLIE MAE**

21           22. On or about 18-December-2017, Andrea L. Purcell sent Defendant Sallie Mae a  
22 Notice of Dispute, *via UNITED STATES POSTAL SERVICE® REGISTERED MAIL™ Number*  
23 *RE 513 278 777 US*, which included a demand to cease telephonic communications.  
24

25           23. On or about 8-January-2018, Defendant Sallie Mae confirmed receipt Mrs. Purcell's  
26 Notice of Dispute which included a demand to cease telephonic communications.  
27

1           24. From 8-January-2018 through 28-June-2018, Sallie Mae willfully and knowingly  
2 violated the TCPA by leaving 14 recorded messages using automatic telephone dialing system  
3 or artificial or prerecorded voices on Mrs. Purcell's cell phone.

4           25. From 8-January-2018 through 28-June-2018, Sallie Mae violated the TCPA by  
5 calling Mrs. Purcell's cell phone 18 times after receiving Mrs. Purcell's demand to stop calling.  
6

7  
8                                   **COUNT I**  
9                                   **VIOLATIONS OF THE TELEPHONE**  
                                  **COMMUNICATIONS ACT 47 U.S.C. §227**

10           26. Plaintiffs allege and incorporate the information in paragraphs 1 through 25.

11           27. Defendants Navient and Sallie Mae have demonstrated willful or knowing non-  
12 compliance with 47 U.S.C. §227(b)(1)(A) by using an automatic telephone dialing system to  
13 call the Plaintiff's phone numbers, which are assigned to a cellular telephone service.  
14

15           28. Defendant Navient has committed 58 separate violations of 47 U.S.C.  
16 §227(b)(1)(A) and Plaintiffs are entitled to damages of \$1500 per violation pursuant to 47  
17 U.S.C. §227(b)(3)(B).  
18

19           29. Defendant Navient has demonstrated willful or knowing non-compliance with 47  
20 U.S.C. §227(b)(1)(A). All calls received by Jeffrey Purcell since 13-November-2018 are  
21 subject to treble damages pursuant to 47 U.S.C. §227(b)(3) as they were intentional. Since 16-  
22 November-2017, Navient refuses to discontinue placing calls to Purcell's cellular phones and  
23 continues to violate 47 U.S.C. §227. An unintentional call carries a damage amount of \$500;  
24 an intentional call carries a damage amount of \$1,500 per violation.  
25

26           30. Defendant Navient has demonstrated willful or knowing non-compliance with 47  
27 U.S.C. §227(b)(1)(A) by calling Mrs. Purcell's number, which is assigned to a cellular  
28

1 telephone service. The Plaintiff has never given Navient permission to call Plaintiff's cell  
2 phone. Plaintiff is entitled to damages of \$1500 per violation pursuant to 47 U.S.C.  
3 §227(b)(3)(B). Plaintiff and Navient do not have an established business relationship within the  
4 meaning of 47 U.S.C. §227.

5 31. Defendant Sallie Mae has committed 38 separate violations of 47 U.S.C.  
6 §227(b)(1)(A) and Plaintiffs are entitled to damages of \$1500 per violation pursuant to 47  
7 U.S.C. §227(b)(3)(B).  
8

9 32. Defendant Sallie Mae has demonstrated willful or knowing non-compliance with  
10 47 U.S.C. §227(b)(1)(A). All calls received by Plaintiffs since 13-November-2018 are subject  
11 to treble damages pursuant to 47 U.S.C. §227(b)(3) as they were intentional. Since 16-  
12 November-2017, Sallie Mae refuses to discontinue calling Plaintiff's cellular phones and  
13 continues to violate 47 U.S.C. §227. An unintentional call carries a damage amount of \$500;  
14 an intentional call carries a damage amount of \$1,500 per violation.  
15

16 33. Defendant Sallie Mae has demonstrated willful or knowing non-compliance with  
17 47 U.S.C. §227(b)(1)(A) by calling the Plaintiff's phone numbers, which are assigned to a  
18 cellular telephone service. The Plaintiffs have never given Sallie Mae permission to call  
19 Plaintiff's cell phones. Plaintiffs are entitled to damages of \$1500 per violation pursuant to 47  
20 U.S.C. §227(b)(3)(B). Plaintiffs and Sallie Mae do not have an established business  
21 relationship within the meaning of 47 U.S.C. §227.  
22  
23

24 **WHEREFORE**, based on facts set forth in the above counts, Plaintiffs demand

25 (a) the maximum statutory treble damages for willful and knowingly violating the TCPA,  
26 \$148,500.00,  
27

1 (b) court filing fees and attorney fees,


2 (c) such other relief as may be just.

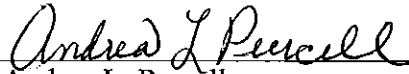
3  
4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

6 Respectfully submitted without prejudice on this 3 day of July 2018 CE pursuant  
7 to 28 USC 1746(1), I declare under penalty of perjury under the laws of the United States of  
8 America that the foregoing is true, correct and not misleading.

9 Executed on the 2 day of July, 2018.

10  
11   
12 Jeffrey Purcell, Plaintiff  
13 *In pro per*

14   
15 Andrea L. Purcell  
16 *In pro per*  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JEFFREY PRUCELL and ANDREA L.  
PURCELL, husband and wife, as individuals,  
*in pro per*

Plaintiff(s),

vs.

NAVIENT SOLUTIONS, LLC; SALLIE MAE;  
and Does 1-10,

Defendant(s).

Case No. \_\_\_\_\_

DECLARATION OF PLAINTIFFS IN SUPPORT  
OF VERIFIED COMPLAINT

**DECLARATION OF JEFFREY J. PURCELL and ANDREA L. PURCELL  
IN SUPPORT OF VERIFIED COMPLAINT**

We, Jeffrey J. Purcell and Andrea L. Purcell, declare:

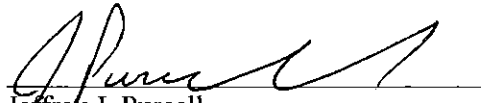
1. We are the Plaintiffs in the above entitled case.
2. This declaration is offered in support of Plaintiff's Verified Complaint. we have personal knowledge of each fact set forth herein, except for those claims made as understanding and belief, and if called upon to testify as a witness, we could and would competently testify thereto. Defendants are referenced above.
3. From 16-November-2017 through 28-June-2018, Defendant Navient Solutions, LLC, ("Navient"), left 39 recorded messages using automatic telephone dialing system or artificial or prerecorded voices on Plaintiffs' cell phones.




4. From 16-November-2017 through 28-June-2018, Navient called Plaintiffs' cell phones 58 times with no prior permission given by Plaintiffs.
5. On March 21 thru March 31, 2018, Navient left recorded messages on Plaintiff Jeffrey Purcell's cell phone without express permission.
6. From 8-January-2018 through 28-June-2018, Defendant Sallie Mae, ("Sallie Mae"), left 23 recorded messages using automatic telephone dialing system or artificial or prerecorded voices on Plaintiffs' cell phones.
7. From 8-January-2018 through 28-June-2018, Sallie Mae called Plaintiffs' cell phones 38 times with no prior permission given by Plaintiffs.
8. From 8-January-2018 through 28-June-2018, the Sallie Mae left recorded messages on Plaintiffs' cell phones without express permission.

We declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct.

This declaration was executed on July 2, 2018, at Poughkeepsie, NY.

  
Jeffrey J. Purcell  
57 Park Avenue  
Poughkeepsie, NY 12603

  
Andrea L. Purcell  
57 Park Avenue  
Poughkeepsie, NY 12603